EPA United States Environmental Protection Agency

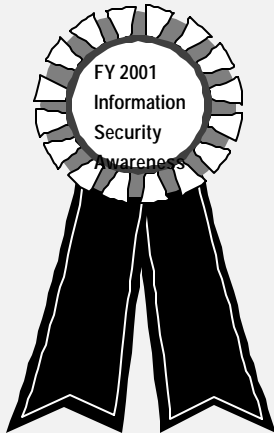**EPA Contractors**

RCRAInfo

RCRAInfo Data Management Responsibilities Acknowledgment Form

I. **Name** *(Please print full legal name)*:_____

II. **Company Name:**_____ **Telephone #:** _____

   TSSMS User ID: _____

   EPA Office/Division sponsoring your access privileges: _____

   EPA Project Officer sponsoring your access privileges: _____

   EPA Project Officer's telephone #: _____

III. **I hereby certify that:**

   I have read and understand the information contained in the attached *RCRAInfo Data Management Responsibilities Guide*, and certify that I:

   !   understand EPA policy and goals for protecting information, and will respect and protect confidentiality of non-nationally required and enforcement sensitive data contained in *RCRAInfo*;

   !   understand the potential impact of threats to and vulnerabilities of computer systems; and

   !   agree to follow sound security practices, especially with regard to safeguarding my *RCRAInfo* User ID and Password.

FY 2001 Information Security Awareness

Signature: _____ **Date:** _____

Please promptly return signed hardcopy form to Beverly Allen, OSW Security Officer, EPA/OSWER, 1200 Pennsylvania Ave., NW, Washington, DC 20460 MC: 5305W

Warning: *EPA Contractors without a signed acknowledgment form on file will not be granted access to* *RCRAInfo*. *Also, access will be revoked or denied by the OSW Security Officer unless the Contractor is working under an active, valid EPA Contract.*

EPA OSW/IMB use ONLY: _____

Updated: 8/27/2001

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I.   Principles of Behavior for Security of Information Resources

As a ***RCRAInfo*** user, you must protect this national information resource as well as the computer equipment you use to access it. You shall:

U Use for **official business** only.

U **Access** and use only information for which you have official authorization.

U Be **accountable** for your actions related to your use of information resources.

U Protect **confidential**/sensitive information from disclosure to unauthorized individuals or groups.

U Protect the **integrity** and quality of information.

U Protect **availability** of information.

U Safeguard your **User ID** and **Passwords**.

U Protect your **computer hardware** from damage, abuse, and unauthorized use.

U Use **software** in a safe manner that protects it from damage, abuse, and unauthorized use.

U Maintain **awareness** of security policies, requirements, and issues.

U **Report** security violations and vulnerabilities to proper authorities.

II.   Accessibility and Confidentiality:

Access to ***RCRAInfo*** is restricted to authorized EPA Headquarters, EPA Regional, and State staff with RCRA program oversight or implementation responsibilities. In addition, EPA contract project officers may request access for contract staff to perform work on RCRA-related projects.

As the result of a partnership agreement between the EPA Headquarters Office of Solid Waste (OSW), Office of Enforcement and Compliance Assurance (OECA), EPA Regions, and authorized States, under the auspices of the joint EPA/State Waste Information Needs/Information for Making Environmental Decisions (WIN/INFORMED) initiative, ***RCRAInfo*** users will share one centralized database. This means that all users will have access to implementer-specific data that was not shared nationally in the past. With open access comes increased responsibility to protect availability and confidentiality of non-nationally required and enforcement sensitive data contained in the ***RCRAInfo National Implementer Database.*** EPA Headquarters RCRA staff have a responsibility to **not** utilize implementer-specific data for program management oversight purposes.

II.	**Accessibility and Confidentiality** (continued):

⭕ NOTE:

> National **RCRAInfo** GPRA reports developed for EPA Headquarters
> program management purposes do **not** reference implementer-specific or non-
> required data   However, other national RCRAInfo reports developed
> for use by Regions and States **do** reference implementer-specific and non-
> required data. Be aware.

É Here are some important **RCRAInfo** concepts you need to know now! É

RCRAInfo data is organized by *module* (subject area). Each module contains *tables*. Each table contains *columns* and *rows*. Columns are the same as *data elements*, *fields* or *attributes*. Rows are the same as *records*. One or more columns that together uniquely identify a row are called the *key* to the table. Tables are related to each other by a key column or group of columns that contain common information. In order to effectively carry out your **RCRAInfo** data management responsibilities, it is important to gain an understanding of how data within your program area(s) is organized, classified, and related.

⭕ NOTE:

> Your **one-stop** source for comprehensive, up-to-date information about
> **RCRAInfo** data is found in the **RCRAInfo** application itself. Just logon and
> click on the **RCRAInfo** logo to invoke **HELP**.
> "	Successively click on "**+**" within **Contents** tab.
> –	Select a *Module* (e.g., Handler)
> '	Select *Data Element Dictionary*
> '	Select a *Table* (e.g. HBASIC)
> "	Click on icon next to a *Data Element Name* (e.g. EPA Handler ID)
> "	Click on appropriate <u>hyperlink</u> to pop-up the Data Element Dictionary Glossary and see
> 	the definition of a term such as *Implementer Defined Codes*.

II. **Accessibility and Confidentiality** (continued):

U All data elements in **RCRAInfo** are classified as to whether they are *Nationally Required* and *Releasable*.

Nationally Required data elements are considered necessary for oversight of the RCRA program. Computer-generated data elements needed for proper functioning of the system (such as database keys) are also considered nationally required when associated with related nationally required data entered by an implementer. Examples of implementer-supplied, nationally required data elements in **RCRAInfo** are *Handler Name*, *Permit Series Name*, and *Corrective Action Area Name*. Examples of associated, nationally-required computer-generated keys are *Handler ID*, *Permit Sequence Number*, and *Corrective Action Area Sequence Number*.

Releasable indicates that the data element may be <u>routinely</u> released to the public by EPA Headquarters via standard FOIA reports, Web Report postings, Envirofacts, NTIS, RTKnet, etc.

, *Non-Releasable* data is *enforcement sensitive* data There are no exceptions. However, <u>non-routinely released</u> data **must** be released if **all available** data is explicitly requested via the FOIA process.

O**NOTE:**

> Implementers may indicate that **no** data for a specific Handler ID should be routinely released to the public by EPA Headquarters by leaving a data element called *Extract Flag* blank. IF YOU ARE AN EPA HEADQUARTERS STAFF PERSON WHO DEVELOPS, OR MANAGES CONTRACTORS WHO DEVELOP, REPORTS OR EXTRACT DATA FOR PUBLIC ACCESS PURPOSES, you **must** ensure that all data is **IGNORED** for any Handler ID where the Extract Flag is blank (**with the exception** of responding to an explicit FOIA request).
>
> (*In the past, this data was not available in the National Oversight Database, so it was automatically excluded*)

U**RCRAInfo** makes extensive use of lookup tables to facilitate data quality by requiring data entry staff to select coded values from pick-lists. Examples of data elements associated with lookup tables are *County Code*, *Process Code*, *Permitting Event*, *Corrective Action Authority*, and *Enforcement Type*. Each coded value in a lookup table has an *Owner* and a *Usage*. *Owner* indicates the organization that defined a code and is associated with a *Code Usage Matrix* which defines whether or not the code is nationally defined, nationally required, and routinely releasable to the public by EPA Headquarters.

II. **Accessibility and Confidentiality** (continued):

RCRAInfo LOOKUP TABLE CODE USAGE MATRIX

Usage	Owner	Nationally Defined	Nationally Required	Routinely Releasable	Example
1	HQ	Y	Y	Y	Corrective Action Event Code CA100 (RFI Imposition)
2	HQ	Y	Y	N	<u>Enforcement Sensitive data</u> Type of Enforcement Action = 400 Series–Judicial Referral 810–State to EPA 700 Series–where there is no final monetary penalty.
3	US	Y	N	Y	Violation Class = P (Pending)
4	US	Y	N	N	Corrective Action Event Code CA110 (RFI Workplan Received)
5	impl.*	N	Y	Y	G, D, T violation types and enforcement types: 11x, 12x, 19x, 21x, 22x, 23x, 24x, 25x, 29x, 31x, 32x, 33x, 34x, 35x, 36x, 37x, 39x, 51x, 52x, 53x, 54x, 55x, 59x, 61x, 62x, 82x, 83x, 85x, & 89x.
6	impl.*	N	Y	N	Scheduled payment date.
7	impl.*	N	N	Y	Implementer defined codes that implementer authorizes routine release to the public by EPA HQ.
8	impl.*	N	N	N	Implementer defined codes that implementer does not authorize routine release to the public by EPA HQ.

* Impl. = Region Code (01-10) or State Code (e.g. GA, AL, CO, etc.)

Note: In order to use any records associated with a handler, the handler must be designated by the implementer as available for use. Therefore when writing ad-hoc queries be certain to **always check the EXTRACT_FLAG field in HBASIC to ensure that it is set to 'X'**.

II.   **Accessibility and Confidentiality** (continued):

As mentioned previously, EPA contracts management and administration staff may request access for contract staff to perform contract duties on RCRA-related projects. Contracting Officers, Project Officers, Delivery Order Project Officers, or Work Assignment Managers responsible for obtaining and/or managing contract support staff who need access to the *RCRAInfo National Implementer Database*, must ensure that:

U Security policies and procedures (government-wide and EPA-specific) are included in Requests for Proposals (RFPs) and contracts;

U Each contractor organization has an acceptable security plan;

U Contract staff understand and follow security policy and procedures;

U Access for staff no longer on the contract, or at the time the contract expires, is expeditiously revoked by promptly notifying the OSW Security Officer; and that

U The following <u>Employee Confidentiality Agreement</u> boilerplate is inserted into the contract.

> The contractor shall abide by the following <u>Employee Confidentiality Agreement</u> (EPAAR 1552.227-76) (May 1994):
>
> a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.
>
> b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy or enforcement sensitive data without first obtaining the written permission of the EPA Contract Project Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
>
> c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.
>
> d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the EPA Contract Project Officer.